

REMARKS/ARGUMENTS

Claims 1-37 are currently pending. Claims 18-22 have been amended to correct minor typographical errors.

Allowable subject matter

Applicants note with appreciation the allowability of claim 36.

35 USC §102 Rejections

Claims 1-10, 13-35, and 37 stand rejected under 35 USC §102(b) as being anticipated by *DeMoore* (5,907,998). Applicants respectfully disagree that Fig. 3 of *DeMoore* teaches a flexible jacket covering permanently attached to a cylinder base cover, as shown by the following text from col. 11, lines 37-45 (emphasis added):

The low friction conductive cylinder base covering 56 is held in tension against the bare cylinder surface 38 by adhesive deposits 59, 61. After the low friction, conductive cylinder base covering 56 has been secured in place, the flexible, ink repellent conductive jacket covering 58 is movably disposed over the low friction, conductive cylinder base covering 56, with its end portions being secured to the gripper flange portion 54 and the tail flange portion 34B by VELCRO® fastener strips 63A, 63B, respectively (FIG. 2).

This passage leaves no doubt that the flexible jacket covering of *DeMoore* is releasably, rather than permanently, attached to the cylinder base cover, as the passage recites a two-step attachment method and identifies releasable attachment means (e.g., VELCRO). In a first step, the cylinder base covering is adhered to the bare cylinder. In a subsequent, second step, the flexible jacket covering is secured to the cylinder base covering by VELCRO. In order to apply

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the cylinder base cover and flexible jacket covering in two-steps, the two by necessity must be separate, unattached components. Furthermore, it is common knowledge that VELCRO is a releasable fastening means. In addition to VELCRO, col. 13, lines 3-5 of *DeMoore* disclose that "[o]ther suitable fastening means include mechanical clamps, double sided adhesive tape, tack strips, magnetic strips, and the like." Clearly, *DeMoore* is listing releasable fastening means that may be used as a substitute for VELCRO, as indicated by use of the term "and the like," which means like VELCRO, a releasable fastening means. Furthermore, the fastening means specifically identified are each commonly known as releasable: mechanical clamps are releasable, double sided adhesive tape is releasable, tack strips are releasable, and magnetic strips are releasable. Finally, as noted at col. 16, lines 8-11 of *DeMoore*, the flexible jacket covering is replaceable, and therefore must of necessity be releasably fastened to the cylinder base cover. In sum, *DeMoore* discloses that the flexible jacket covering is releasably attached to the cylinder base cover. Given that the independent claims 1, 30, 35, and 37 each recite that the flexible jacket covering is permanently attached to the base cover, independent claims 1, 30, 35, and 37 (as well as the remaining claims depending there from) are not anticipated by *DeMoore*.

35 USC §103 Rejections

Claims 11 and 12 stand rejected under 35 USC §103 as obvious in view of *DeMoore* in combination with *Okuda* and *Hannon*, respectively. Applicants respectfully submit that the combination of *DeMoore* with *Okuda* or *Hannon* does not establish a *prima facie* case of obviousness as to claims 11 and 12. According to MPEP 2142, three basic criteria must be met to establish a *prima facie* case of obviousness:

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable

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expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure.

Assuming for sake of argument that the combination of *DeMoore* with *Okuda* or *Hannon* is proper (without conceding such), the Examiner has nonetheless failed to establish a prima facie case of obviousness as such a combination does not teach or suggest all of the claim limitations. Claims 11 and 12 depend from and incorporate the limitations of independent claim 1. As discussed previously, *DeMoore* does not disclose each and every element of claim 1, and more specifically does not disclose that the flexible jacket covering is permanently attached to the base cover. Neither *Okuda* nor *Hannon* is cited by the Examiner for the purpose of showing such permanent attachment, and in any event does not do so even if relied upon for such. Given that *DeMoore* does not make obvious each and every element of claims 11 and 12 and the secondary references to not make up for the lack of teaching of the primary reference, claims 11 and 12 are not obvious in view of the prior art of record.

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CONCLUSION

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the foregoing papers submitted herewith, or to credit any overpayment thereof, to Deposit Account No. 50-1515, Conley Rose, P.C.

Applicants respectfully submit that the present application as amended is in condition for allowance. If the Examiner has any questions or comments or otherwise feels it would be helpful in expediting the application, he is encouraged to telephone the undersigned at (972) 731-2288.

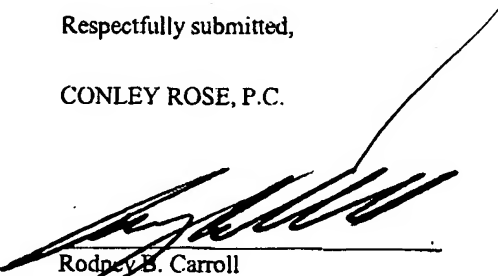
Respectfully submitted,

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